

Vermont Lemon Law

Chapter 115, Sections 4170 - 4181

§ 4170. LEGISLATIVE INTENT

The legislature finds and declares that manufacturers, distributors and importers of new motor vehicles should be obligated to provide speedy and less costly resolution of automobile warranty problems. Manufacturers should be required to provide in as expeditious a manner as possible a refund of the consumer's purchase price or payments to a lessor and lessee or a replacement vehicle that is acceptable to the consumer whenever the manufacturer is unable to make the vehicle conform with its applicable warranty. New motor vehicle dealers and used motor vehicle dealers cannot be sued under this chapter.

§ 4171. DEFINITIONS

As used in this chapter:

- (1) "Board" means, unless otherwise indicated, the Vermont motor vehicle arbitration board.
- (2) "Consumer" means the purchaser, other than for purposes of resale of a new motor vehicle or lessee of a new motor vehicle, other than for the purposes of sub-lease, which has not been previously leased by another person, any person to whom such motor vehicle is transferred during the duration of an express warranty applicable to the motor vehicle, and any other person entitled by the terms of the warranty to enforce the obligations of the warranty, but "consumer" shall not include any governmental entity or any business or commercial enterprise which registers or leases three or more motor vehicles.
- (3) "Early termination costs" mean expenses and obligations incurred by a motor vehicle lessee as a result of an early termination of a written lease agreement and surrender of a motor vehicle to a manufacturer under the provisions of 9 V.S.A. § 4172(e), including penalties for prepayment of finance arrangements.
- (4) "Lease or leased" means a written agreement with a lessee as defined in subdivision (5) of this section, which shall be for the use of a motor vehicle for consideration for a term of two or more years.
- (5) "Lessee" means any consumer who leases a motor vehicle pursuant to a written lease agreement for a term of two or more years.
- (6) "Motor vehicle" means a motor vehicle which is purchased or leased, or registered in the state of Vermont and is registered in Vermont within 15 days of the date of purchase or lease and shall not include tractors, motorized highway building equipment, road-

making appliances, snowmobiles, motorcycles, mopeds, or the living portion of recreation vehicles, or trucks with a gross vehicle weight over 10,000 pounds.

(7) "Manufacturer" means any person, resident or nonresident, who manufactures or assembles new motor vehicles or imports for distribution through distributors of motor vehicles or any partnership, firm, association, joint venture, corporation or trust, resident or nonresident, which is controlled by a manufacturer. Additionally, the term "manufacturer" shall include:

(A) "distributor," meaning any person, resident or nonresident, who in whole or in part offers for sale, sells, or distributes any new motor vehicle to new motor vehicle dealers or new motor vehicle lessors or maintains factory representatives or who controls any person, firm, association, corporation, or trust, resident or nonresident, who in whole or in part offers for sale, sells or distributes any new motor vehicle to new motor vehicle dealers or new motor vehicle lessors; and

(B) "factory branch" meaning any branch office maintained by a manufacturer for the purpose of selling, leasing, offering for sale or lease, vehicles to a distributor or new motor vehicle dealer or for directing or supervising, in whole or in part, factory distributor representatives.

(8) "Motor vehicle lessor" means a person who holds title to a motor vehicle leased to a lessee under a written lease agreement for a term of two or more years, or who holds the lessor's rights under such an agreement.

(9) A "new motor vehicle" means a passenger motor vehicle which has been sold to a new motor vehicle dealer or motor vehicle lessor by a manufacturer and which has not been used for other than demonstration purposes and on which the original title has not been issued from the new motor vehicle dealer other than to a motor vehicle lessor.

(10) Warranty shall be defined as including the following:

"Express warranty" means express warranties as defined in the Uniform Commercial Code § 2-313, plus any written warranty of the manufacturer.

§ 4172. ENFORCEMENT OF WARRANTIES

(a) Every new motor vehicle as defined in section 4171 of this title sold in this state must conform to all applicable warranties.

(b) It shall be the manufacturer's obligation under this chapter to insure that all new motor vehicles sold or leased in this state conform with manufacturer's express warranties. The manufacturer may delegate responsibility to its agents or authorized dealers provided, however, in the event the manufacturer delegates its responsibility under this chapter to its agents or authorized dealers, it shall compensate the dealer for all work performed by the dealer in satisfaction of the manufacturer's responsibility under this chapter in the

manner set forth in chapter 108 of this title known as the "Motor Vehicle Manufacturers, Distributors and Dealers' Franchising Practices Act" as that act may be from time to time amended.

(c) If a new motor vehicle does not conform to all applicable express warranties and the consumer reports the nonconformity to the manufacturer, its agent or authorized dealer during the term of the warranty, the manufacturer shall cause whatever repairs are necessary to conform the vehicle to the warranties, notwithstanding the fact that the repairs are made after the expiration of a warranty term.

(d) A manufacturer, its agent or authorized dealer shall not refuse to provide a consumer with a written repair order and shall provide to the consumer each time the consumer's vehicle is brought in for examination or repair of a defect, a written summary of the complaint and a fully itemized statement indicating all work performed on the vehicle including, but not limited to, examination of the vehicle, parts and labor.

(e) If, after a reasonable number of attempts, the manufacturer, its agent or authorized dealer or its delegate is unable to conform the motor vehicle to any express warranty by repairing or correcting any defect or condition covered by the warranty which substantially impairs the use, market value, or safety of the motor vehicle to the consumer, the manufacturer shall, at the option of the consumer within 30 days of the effective date of the board's order, replace the motor vehicle with a new motor vehicle from the same manufacturer, if available, of comparable worth to the same make and model with all options and accessories with appropriate adjustments being allowed for any model year differences or shall accept return of the vehicle from the consumer and refund to the consumer the full purchase price or to the lessee in the case of leased vehicles, as provided in subsection (i) of this section. In those instances in which a refund is tendered, the manufacturer shall refund to the consumer the full purchase price as indicated in the purchase contract and all credits and allowances for any trade-in or downpayment, license fees, finance charges, credit charges, registration fees and any similar charges and incidental and consequential damages or in the case of leased vehicles, as provided in subsection (i) of this section. Refunds shall be made to the consumer and lienholder, if any, as their interests may appear or to the motor vehicle lessor and lessee as provided in subsection (i) of this section. A reasonable allowance for use shall be that amount directly attributable to use by the consumer prior to his or her first repair attempt and shall be calculated by multiplying the full purchase price of the vehicle by a fraction having as its denominator 100,000 and having as its numerator the number of miles that the vehicle traveled prior to the first attempt at repairing the vehicle. If the manufacturer refunds the purchase price or a portion of the price to the consumer, the purchase and use tax shall be refunded by the state to the consumer in the proportionate amount. To receive a refund, the consumer must file a claim with the commissioner of motor vehicles.

(f) It shall be an affirmative defense to any claim under this chapter that an alleged nonconformity does not substantially impair the use, market value or safety or that

the nonconformity is the result of abuse, neglect, or unauthorized modifications or alterations of a motor vehicle by a consumer.

(g) It shall be presumed that a reasonable number of attempts have been undertaken to conform a motor vehicle to the applicable warranties if:

(1) the same nonconformity as identified in any written examination or repair order has been subject to repair at least three times by the manufacturer, its agent or authorized dealer and at least the first repair attempt occurs within the express warranty term and the same nonconformity continues to exist, or

(2) the vehicle is out of service by reason of repair of one or more nonconformities, defects or conditions for a cumulative total of 30 or more calendar days during the term of the express warranty. The term of any warranty and the 30-day period shall be extended by any period of time during which repair services were not available to the consumer because of war, invasion, strike, fire, flood or other natural disaster. If an extension of time is necessitated due to these conditions, the manufacturer shall cause provision for the free use of a vehicle to the consumer whose vehicle is out of service. A vehicle shall not be deemed out of service if it is available to the consumer for a major part of the day.

(h) In order for an attempt at repair to qualify for the presumptions of this section, the attempt at repair must be evidenced by a written examination or repair order issued by the manufacturer, its agent or its authorized dealer. The presumptions of this section shall only apply to three attempts at repair evidenced by written examination or repair orders undertaken by the same agent or authorized dealer, unless the consumer shows good cause for taking the vehicle to a different agent or authorized dealer.

(i) In cases in which a refund is tendered by a manufacturer for a leased motor vehicle under subsection (e) of this section, the refund and rights of the motor vehicle lessor, lessee and manufacturer shall be in accordance with the following:

(1) The manufacturer shall provide to the lessee, the aggregate deposit and rental payments previously paid to the motor vehicle lessor by the lessee, and incidental and consequential damages, if applicable, minus a reasonable allowance for use and allocated payments for purchase and use tax. The aggregate deposit shall include, but not be limited to, all cash payments and trade-in allowances tendered by the lessee to the motor vehicle lessor under the lease agreement. The reasonable allowance for use shall be calculated by multiplying the aggregate deposit and rental payments made by the lessee on the motor vehicle by a fraction having as its denominator 100,000 and having as its numerator the number of miles that the vehicle traveled prior to the first attempt at repairing the vehicle.

(2) The manufacturer shall provide to the motor vehicle lessor the aggregate of the following:

- (A) the lessor's actual purchase cost, less payments made by the lessee;
 - (B) the freight cost, if applicable;
 - (C) the cost for dealer or manufacturer-installed accessories, if applicable;
 - (D) any fee paid to another to obtain the lease;
 - (E) an amount equal to five percent of the lessor's actual purchase cost as prescribed in subdivision (2)(A) of this section. The amount in this subdivision shall be instead of any early termination costs as defined in § 4171(3) of this chapter or as described in the lease agreement.
- (3) The purchase and use tax shall be refunded by the state to whomever paid the tax. The party must file a claim with the commissioner of the department of motor vehicles.
- (4) The lessee's lease agreement with the motor vehicle lessor and all contractual obligations shall be terminated upon a decision of the board in favor of the lessee. The lessee shall not be liable for any further costs or charges to the manufacturer or motor vehicle lessor under the lease agreement.
- (5) The motor vehicle lessor shall release the motor vehicle title to the manufacturer upon payment by the manufacturer under the provisions of this subsection.
- (6) The board shall give notice to the motor vehicle lessor of the lessee's filing of a request for arbitration under this chapter and shall notify the motor vehicle lessor of the date, time and place scheduled for a hearing before the board. The motor vehicle lessor shall provide testimony and evidence necessary to the arbitration proceedings. Any decision of the board shall be binding upon the motor vehicle lessor.

§ 4173. PROCEDURE TO OBTAIN REFUND OR REPLACEMENT

(a) After the third attempt at repair or correction of the nonconformity, defect or condition, or after the vehicle is out of service by reason of repair of one or more nonconformities, defects or conditions for a cumulative total of 30 or more calendar days as provided in this chapter, the consumer shall notify the manufacturer and lessor in writing, on forms to be provided by the manufacturer at the time the new motor vehicle is delivered, of the nonconformity, defect or condition and the consumer's election to proceed under this chapter. The forms shall be made available by the manufacturer to the Vermont motor vehicle arbitration board, and any other public or nonprofit agencies that shall request them. Notice of consumer rights under this chapter shall be conspicuously displayed by all authorized dealers and agents of the manufacturer. The consumer shall in the notice, elect whether to use the dispute settlement mechanism and/or the arbitration provisions established by the manufacturer or to proceed under the Vermont motor vehicle arbitration board as established under this chapter. The consumer's election of

whether to proceed before the board or the manufacturer's mechanism shall preclude his or her recourse to the method not selected.

(b) A consumer cannot pursue a remedy under this chapter if he or she has discontinued financing or lease payments if the payments have been discontinued due to the manufacturer's breach of obligation under this chapter or of a breach of the manufacturer's warranties.

(c) Arbitration of the consumer's complaint, either through the manufacturer's dispute settlement mechanism or the board, must be held within 45 days of receipt by the manufacturer or the board and the manufacturer of the consumer's notice electing the remedy of arbitration unless the consumer or the manufacturer has good cause for an extension of time, not to exceed an additional 30-day period. If the extension of time is requested by the manufacturer, the manufacturer shall provide free use of a vehicle to the consumer if the consumer's vehicle is out of service. In the event the consumer elects to proceed in accordance with the manufacturer's dispute settlement mechanism and the arbitration of the dispute is not held within 45 days of the manufacturer's receipt of the consumer's notice and the manufacturer is not able to establish good cause for the delay, the consumer shall be entitled to receive the relief requested under this chapter.

(d) Within the 45-day period set forth in subsection (c) of this section, the manufacturer shall have one final opportunity to correct and repair the defect which the consumer claims entitles him or her to a refund or replacement vehicle. If the consumer is satisfied with the corrective work done by the manufacturer or his delegate, the arbitration proceedings shall be terminated without prejudice to the consumer's right to request arbitration be recommenced if the repair proves unsatisfactory for the duration of the express warranty.

(e) The manufacturer shall refund the amounts provided for in section 4172(e) or (i) of this chapter within 30 days of a decision of the board or within 15 days of final adjudication.

§ 4174. VERMONT MOTOR VEHICLE ARBITRATION BOARD

(a) There is created a Vermont motor vehicle arbitration board consisting of five members and two alternate members to be appointed by the governor for terms of three years. Board members may be appointed for two additional three-year terms. One member of the board shall be a new car dealer in Vermont, one member and one alternate shall be persons knowledgeable in automobile mechanics, and three members and one alternate shall be persons having no direct involvement in the design, manufacture, distribution, sales or service of motor vehicles or their parts. Board members shall be compensated in accordance with the provisions of 32 V.S.A. § 1010. The board shall be attached to the transportation board and shall receive administrative services from the transportation board.

(b) The board shall promulgate rules under the provisions of 3 V.S.A. chapter 25 to implement the provisions of this chapter.

(c) The board may issue subpoenas to compel the attendance of witnesses to testify under oath and to produce documents.

(d) The board shall render a decision within 30 days of the conclusion of a hearing and has authority to issue any and all damages as are provided by this chapter.

§ 4175. FEES AND COSTS

There shall be no filing fee or costs assessed against the consumer for using the Vermont motor vehicle arbitration board or the manufacturer's dispute settlement mechanism. In the event an authorized franchise dealer or any of its employees including mechanics or service personnel are called upon to testify or produce documents, repair orders or other materials in any arbitration held before the Vermont motor vehicle arbitration board or the manufacturer's dispute settlement mechanism, the person who requests the participation of the authorized franchise dealer or requests the production of documents must make arrangements in advance to reasonably compensate the dealer for the actual expense involved. Where a conflict arises as to actual expenses, the board shall make that determination. In the event the consumer prevails, these costs shall be reimbursed to the consumer by the manufacturer.

§ 4176. APPEAL FROM BOARD

(a) The decision of the board shall be final and shall not be modified or vacated unless, on appeal to the superior court a party to the arbitration proceeding proves, by clear and convincing evidence, that:

(1) the award was procured by corruption, fraud or other undue means;

(2) there was evident partiality by the board or corruption or misconduct prejudicing the rights of any party by the board;

(3) the board exceeded its powers;

(4) the board refused to postpone a hearing after being shown sufficient cause to do so or refused to hear evidence material to the controversy or otherwise conducted the hearing contrary to the rules promulgated by the board so as to prejudice substantially the rights of a party.

An application to vacate or modify an award shall be made within 30 days after delivery of a copy of the award to the applicant except that if predicated upon corruption, fraud or other undue means, it may be made within 30 days after such grounds are known or should have been known. In the event an award is confirmed, the party who prevails shall

be awarded the attorney's fees incurred in obtaining confirmation of the award together with all costs.

(b) When a judgment of the superior court affirms an award of the board, permission of the presiding judge shall be required for review. Review may be conditioned upon the appellant paying appellee's appellate attorney's fees, giving security for costs, expenses and financial loss resulting from the passage of time for review.

§ 4177. UNFAIR AND DECEPTIVE ACTS AND PRACTICES

Failure of the manufacturer, its agents, authorized dealers, or motor vehicle lessors to comply with a decision of the board shall constitute an unfair or deceptive act or practice under 9 V.S.A. chapter 63.

§ 4178. LIMITATIONS

Nothing in this chapter shall be construed as imposing any liability on a manufacturer's authorized dealers or creating a cause of action by a manufacturer against its authorized agents or dealers. It shall be a violation of 9 V.S.A. chapter 108 for a manufacturer to engage in reprisals or threats of reprisals, directly or indirectly, against any authorized dealer arising out of the dealer's efforts to repair a motor vehicle under the provisions of this chapter.

§ 4179. EFFECTIVE DATE; LIMITATIONS

(a) This chapter shall apply to motor vehicles beginning with the model year following July 1, 1984. Any proceedings initiated under this chapter shall be commenced within one year following:

(1) the expiration of the express warranty term; or

(2) one year following the manufacturer's last attempt at repair of the nonconformity which gives rise to the consumer's request that the vehicle be replaced or the money refunded, whichever comes later.

(b) Nothing in this chapter shall in any way limit the rights or remedies which are otherwise available to a consumer under any other law.

§ 4180. NOTIFICATION TO CONSUMERS

The manufacturer of every motor vehicle sold in this state beginning with the model year following July 1, 1984 shall provide a clear and conspicuous written notice of the consumer's rights under this chapter and at the time of the delivery of every new motor vehicle in this state beginning with the model year following July 1, 1984 shall provide the consumer with a stamped self-addressed notice in a form satisfactory to the Vermont motor vehicle arbitration board sufficient to notify the manufacturer of the consumer's

election to proceed under this chapter. The manufacturer shall not delegate this responsibility to its authorized dealers. The manufacturer of every new motor vehicle sold in this state beginning with the effective date of this chapter shall also provide a clear and conspicuous notice that informs consumers of their rights under this chapter.

§ 4181. SALE OF DEFECTIVE MOTOR VEHICLES

Any manufacturer, its agent or authorized dealer who attempts to resell a motor vehicle after final determination, adjudication or settlement, pursuant to the provisions of this chapter or after final determination, adjudication or settlement under similar laws of any other state shall apprise prospective buyers in Vermont by means of a clearly visible window sticker and such manufacturers are prohibited from reselling in Vermont any vehicle determined or adjudicated as having a serious safety defect. Notice that a vehicle has been returned pursuant to such law shall also be conspicuously printed on the motor vehicle certificate of title.

Virginia Lemon Law

Title 59.1, Chapter 17.3, §59.1-207.9 - §59.1-207.16

§ 59.1-207.9

This chapter may be cited as the Virginia Motor Vehicle Warranty Enforcement Act.

§ 59.1-207.10

The General Assembly recognizes that a motor vehicle is a major consumer purchase, and there is no doubt that a defective motor vehicle creates a hardship for the consumer. It is the intent of the General Assembly that a good faith motor vehicle warranty complaint by a consumer should be resolved by the manufacturer, or its agent, within a specified period of time. It is further the intent of the General Assembly to provide the statutory procedures whereby a consumer may receive a replacement motor vehicle, or a full refund, for a motor vehicle which cannot be brought into conformity with the express warranty issued by the manufacturer. However, nothing in this chapter shall in any way limit the rights or remedies which are otherwise available to a consumer under any other law.

§ 59.1-207.11

As used in this chapter, the following terms shall have the following meanings:

"Collateral charges" means any sales-related charges including but not limited to sales tax, license fees, registration fees, title fees, finance charges and interest, transportation charges, dealer preparation charges or any other charges for service contracts, undercoating, rust proofing or installed options, not recoverable from a third party.

"Comparable motor vehicle" means a motor vehicle that is identical or reasonably equivalent to the motor vehicle to be replaced, as the motor vehicle to be replaced existed at the time of purchase with an offset from this value for a reasonable allowance for its use.

"Consumer" means the purchaser, other than for purposes of resale, of a motor vehicle used in substantial part for personal, family, or household purposes, and any person to whom such motor vehicle is transferred for the same purposes during the duration of any warranty applicable to such motor vehicle, and any other person entitled by the terms of such warranty to enforce the obligations of the warranty.

"Incidental damages" shall have the same meaning as provided in § 8.2-715.

"Lemon law rights period" means the period ending eighteen months after the date of the original delivery to the consumer of a new motor vehicle. This shall be the period during which the consumer can report any nonconformity to the manufacturer and pursue any rights provided for under this chapter.

"Lien" means a security interest in a motor vehicle.

"Lienholder" means a person, partnership, association, corporation or entity with a security interest in a motor vehicle pursuant to a lien.

"Manufacturer" means a person, partnership, association, corporation or entity engaged in the business of manufacturing or assembling motor vehicles, or of distributing motor vehicles to motor vehicle dealers.

"Manufacturer's express warranty" means the written warranty, so labeled, of the manufacturer of a new automobile, including any terms or conditions precedent to the enforcement of obligations under that warranty.

"Motor vehicle" means only passenger cars, pickup or panel trucks, motorcycles, self-propelled motorized chassis of motor homes and mopeds as those terms are defined in § 46.2-100 and demonstrators or lease purchase vehicles with which a warranty was issued.

"Motor vehicle dealer" shall have the same meaning as provided in § 46.2-1500.

"Nonconformity" means a failure to conform with a warranty, a defect or a condition, including those that do not affect the driveability of the vehicle, which significantly impairs the use, market value, or safety of a motor vehicle.

"Notify" or "notification" means that the manufacturer shall be deemed to have been notified under this chapter if a written complaint of the defect or defects has been mailed to it or it has responded to the consumer in writing regarding a complaint, or a factory representative has either inspected the vehicle or met with the consumer or an authorized dealer regarding the nonconformity.

"Reasonable allowance for use" shall not exceed one-half of the amount allowed per mile by the Internal Revenue Service, as provided by regulation, revenue procedure, or revenue ruling promulgated pursuant to § 162 of the Internal Revenue Code, for use of a personal vehicle for business purposes, plus an amount to account for any loss to the fair market value of the vehicle resulting from damage beyond normal wear and tear, unless the damage resulted from nonconformity to any warranty.

"Serious safety defect" means a life-threatening malfunction or nonconformity that impedes the consumer's ability to control or operate the new motor vehicle for ordinary use or reasonable intended purposes or creates a risk of fire or explosion.

"Significant impairment" means to render the new motor vehicle unfit, unreliable or unsafe for ordinary use or reasonable intended purposes.

"Warranty" means any implied warranty or any written warranty of the manufacturer, or any affirmations of fact or promise made by the manufacturer in connection with the sale of a motor vehicle that become part of the basis of the bargain. The term "warranty" pertains to the obligations of the manufacturer in relation to materials, workmanship, and

fitness of a motor vehicle for ordinary use or reasonable intended purposes throughout the duration of the lemon law rights period as defined under this section.

§ 59.1-207.12

Conformity to all warranties

If a new motor vehicle does not conform to all warranties, and the consumer reports the nonconformity to the manufacturer, its agents, or its authorized dealer during the manufacturer's warranty period, the manufacturer, its agent or its authorized dealer shall make such repairs as are necessary to conform the vehicle to such warranties, notwithstanding the fact that such repairs are made after the expiration of such manufacturer's warranty period.

§ 59.1-207.13

Nonconformity of motor vehicles

A. If the manufacturer, its agents or authorized dealers do not conform the motor vehicle to any applicable warranty by repairing or correcting any defect or condition, including those that do not affect the driveability of the vehicle, which significantly impairs the use, market value, or safety of the motor vehicle to the consumer after a reasonable number of attempts during the lemon law rights period, the manufacturer shall:

1. Replace the motor vehicle with a comparable motor vehicle acceptable to the consumer, or
2. Accept return of the motor vehicle and refund to the consumer and any lienholder as their interest may appear the full purchase price, including all collateral charges, incidental damages, less a reasonable allowance for the consumer's use of the vehicle up to the date of the first notice of nonconformity that is given to the manufacturer, its agents or authorized dealer. The consumer shall have the unconditional right to choose a refund rather than a replacement vehicle and to drive the motor vehicle until he receives either the replacement vehicle or the refund. The subtraction of a reasonable allowance for use shall apply to either a replacement or refund of the motor vehicle. Mileage, expenses, and reasonable loss of use necessitated by attempts to conform such motor vehicle to the express warranty may be recovered by the consumer.

B. It shall be presumed that a reasonable number of attempts have been undertaken to conform a motor vehicle to any warranty and that the motor vehicle is significantly impaired if during the period of eighteen months following the date of original delivery of the motor vehicle to the consumer either:

1. The same nonconformity has been subject to repair three or more times by the manufacturer, its agents or its authorized dealers and the same nonconformity continues to exist;

2. The nonconformity is a serious safety defect and has been subject to repair one or more times by the manufacturer, its agent or its authorized dealer and the same nonconformity continues to exist; or

3. The motor vehicle is out of service due to repair for a cumulative total of thirty calendar days, unless such repairs could not be performed because of conditions beyond the control of the manufacturer, its agents or authorized dealers, including war, invasion, strike, fire, flood or other natural disasters.

C. The lemon law rights period shall be extended if the manufacturer has been notified but the nonconformity has not been effectively repaired by the manufacturer, or its agent, by the expiration of the lemon law rights period.

D. The manufacturer shall clearly and conspicuously disclose to the consumer, in the warranty or owner's manual, that written notification of the nonconformity to the manufacturer is required before the consumer may be eligible for refund or replacement of the vehicle under this chapter. The manufacturer shall include with the warranty or owner's manual the name and address to which the consumer shall send such written notification.

E. It shall be the responsibility of the consumer, or his representative, prior to availing himself of the provisions of this section, to notify the manufacturer of the need for the correction or repair of the nonconformity, unless the manufacturer has been notified as defined in § 59.1-207.11. If the manufacturer or factory representative has not been notified of the conditions set forth in subsection B of this section and any of the conditions set forth in subsection B of this section already exists, the manufacturer shall be given an additional opportunity, not to exceed fifteen days, to correct or repair the nonconformity. If notification shall be mailed to an authorized dealer, the authorized dealer shall upon receipt forward such notification to the manufacturer.

F. Nothing in this chapter shall be construed to limit or impair the rights and remedies of a consumer under any other law.

G. It is an affirmative defense to any claim under this chapter that:

1. An alleged nonconformity does not significantly impair the use, market value, or safety of the motor vehicle; or

2. A nonconformity is the result of abuse, neglect or unauthorized modification or alteration of a motor vehicle by a consumer.

§ 59.1-207.14

Action to enforce provisions of chapter

Any consumer who suffers loss by reason of a violation of any provision of this chapter may bring a civil action to enforce such provision. Any consumer who is successful in

such an action or any defendant in any frivolous action brought by a consumer shall recover reasonable attorney's fees, expert witness fees and court costs incurred by bringing such actions.

§ 59.1-207.15

Informal dispute settlement procedure

A. If a manufacturer provides an informal dispute settlement procedure, it shall be the consumer's choice whether or not to use it prior to availing himself of his rights under this chapter.

B. If a dispute settlement procedure is resorted to by the consumer and the decision is for a refund or a comparable motor vehicle, the manufacturer shall have forty days from its receipt of the consumer's acceptance of the decision or from the date of a court order to comply with the terms of the decision.

C. In any action brought because of the manufacturer's failure to comply with the decision, within the scope of the procedure's authority, rendered as a result of a dispute resolution proceeding or a court order, the court may triple the value of the award stipulated in the decision as provided for in this chapter, plus award other equitable relief the court deems appropriate, including additional attorney's fees.

§ 59.1-207.16

Action to be brought within certain time

Any action brought under this chapter shall be commenced within the lemon law rights period following the date of original delivery of the motor vehicle to the consumer; however, any consumer whose good faith attempts to settle the dispute have not resulted in the satisfactory correction or repair of the nonconformity, replacement of the motor vehicle or refund to the consumer of the amount described in subdivision 2 of subsection A of § 59.1-207.13, shall have twelve months from the date of the final action taken by the manufacturer in its dispute settlement procedure or within the lemon law rights period, whichever is longer, to file an action in the proper court, provided the consumer has rejected the manufacturer's final action.